

AGREEMENT

This Agreement is entered into by and between the undersigned INTERIOR DEMOLITION CONTRACTORS ASSOCIATION (hereinafter the "Association"), and the MASON TENDERS' DISTRICT COUNCIL OF GREATER NEW YORK, affiliated with the Laborers International Union of North America for its constituent Local Union Number 79 (hereinafter referred to as "District Council" or "Union").

ARTICLE I

Section 1.-

The Union claims and has shown, and the Association and all Employers acknowledge and agree, that a majority of employees have authorized the Union to represent them in collective bargaining. The Association and all Employers hereby recognize the Union as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act for all employees who perform work covered by Article IV of this Agreement on all present and future job sites.

Section 2.

This agreement is effective on all jobs in Greater New York City within its established boundaries.

ARTICLE II

Section 1.-

No Employer shall enter into a contract with any other person, firm, partnership, corporation or joint venture employing Interior Demolition Workers to perform bargaining unit work as defined in Article IV on the same job site, unless such other person, firm, partnership, corporation or joint venture agrees to be bound by the terms of this Agreement and/or has an Agreement with the Union.

Section 2.-

When an Employer subcontracts any bargaining unit work in accordance with Section 1 above, the Employer shall accept responsibility to pay any delinquent obligations of the subcontractor for the payment of wages or fringe benefit contributions required by the terms of the subcontractor's agreement, provided that the extent of the Employer's responsibility shall not exceed the money then owed by the Employer to the subcontractor for the job that is the subject of the delinquency when the Employer receives written notice from the Union, with a copy to the subcontractor, and provided further that such written notice states the specific payments that are delinquent and the amounts due. Employers under this agreement further agree to permit such direct payments to be made from retainage held by their contract or should they be delinquent subcontractors.

Section 3.-

Employees shall be paid on an hourly basis only and piece work shall not be permitted.

Section 4.-

The Employer agrees that it will not subcontract any work covered by this Agreement in order to circumvent the payment of wages and fringe benefits and the working conditions provided for in this Agreement. The Employer and the Union hereby agree to the elimination of lumping.

Section 5.-

If an Employer covered by this Agreement or any of such Employers' owners or principal forms or acquires by purchase, merger or otherwise, a direct or indirect controlling interest, whether by ownership, stock, equity or management, in another company performing bargaining unit work within this jurisdiction, this agreement shall cover such other operation and such other bargaining unit employees shall be considered an accretion to the bargaining unit. A principal shall be defined as an individual with a controlling interest in the management of the Employer.

Section 6.-

If an Employer covered by this Agreement or any of such Employer's owners or principals forms or acquires by purchase, merger or otherwise, a direct or indirect controlling interest, whether by ownership, stock, equity or management, in another company performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and the Employer and such other company shall be jointly and severally liable for each other's obligations under this Agreement. A principal shall be defined as an individual with a controlling interest in the management of the Employer.

ARTICLE III

Section 1.-

a) It shall be a condition of employment that all employees of the Employer who perform work covered by Article IV of this Agreement shall become or remain members in good standing of the Union or shall pay uniform initiation and agency fees on or after the eighth day following the date of execution of this agreement, or after the eighth day following the beginning of covered employment. The Union agrees that all employees will be accepted to membership on its out of work list on the same terms and conditions generally applicable to other members or laborers on its out of work list and, further, that the Employer will not be requested to discharge an employee for reasons other than such employee's failure to tender the periodic dues or fees uniformly required.

b) The Union shall have the right to collect a reasonable fee for inclusion on its out of work list from all persons who are not members in good standing of the Union or are not tendering uniform initiation and agency fees uniformly required. Said fee shall be collected to cover the reasonable cost of maintaining the out of work list. At the earliest date permitted by law, a person who has paid said fee to be included on the out of work list and is referred to an Employer shall tender to the Union upon acceptance for employment by the Employer the uniform initiation and agency fees uniformly required.

c) The Employer agrees to discharge upon receiving seven days' written notice, signed by the Secretary-Treasurer of the Union, any employee with respect to whom such notice may state

that such employee has failed to tender uniform initiation and agency fees uniformly required, provided that said written notice is also provided to said employee and that said employee has not paid the required initiation and agency fees within seven days of the date of the written notice. The Union shall indemnify, defend and hold the Employer harmless against any damage, loss, back pay award, expense (including reasonable attorney's fees) or financial liability arising directly from the employer's compliance with such notice.

Section 2.

- a) The Union shall operate a Hiring Hall for the referral of workers to jobs under the Agreement.
- b) The Hiring Hall shall maintain an out-of-work registration list ("out-of-work list") for each classification of "qualified applicants" as defined in subparagraph c, below, who are out of work, in the order in which such individuals register with the Hiring Hall. One or more representatives of the Hiring Hall shall be on call 24 hours per day, 365 days per year, for the purpose of receiving and processing Employer referral requests.
- c) An applicant shall be qualified, and thus eligible for employment, only if that applicant: (1) has not been previously rejected and deemed unsatisfactory for work in writing by the Employer who submitted the request for employees; and (2) has all current documentation, licenses or certificates required to be eligible to work or to perform the work that is the subject of the Employer's request to the Union. The Hiring Hall agrees to keep the documentation, licenses or certificates on file and to provide copies to the Employer upon request, but does not warrant their validity or relieve the Employer of its responsibility to verify the information provided.
- d) The Hiring Hall shall fill Employer referral requests and dispatch to the Employers qualified Interior Demolition Worker applicants in order of their registration on the out-of-work list. Interior Demolition Workers shall be permitted to register on the Skilled Demolition Worker and/or General Demolition Laborer out-of-work lists. The Union may classify individuals on the out-of-work list based on the following elements: ability; work classification; work as an Interior Demolition Worker in the interior demolition industry; prior work for the requesting Employer; and availability.
- e) (1) Whenever an Employer requires employees to perform work covered by this Agreement on any job, the Employer shall provide to the Hiring Hall written notification (on a form to be supplied by the Union to all signatory Employers in writing), stating the job location, the date the work is to commence, the shift start time, the estimated duration of the shift and of the job, the number and type of employees required, the name of the person at the job site to whom the employees are to report, and the name of the general contractor. The Employer shall provide such written notice to the Hiring Hall at least 48 hours before the start time of the applicable job, provided that when the Employer itself receives less than 48 hours notice of a job's start time the Employer shall provide such written notice to the Hiring Hall (which notice may be by facsimile) as promptly as is reasonably possible.
- (2) Whenever the Hiring Hall fills an Employer's request for employees, the Hiring Hall shall provide to the Employer written notification, to be sent to the Employer by facsimile,

stating each employee's name and work classification, and the start time, date and job location to which each employee has been dispatched.

f) Subject to the provisions of this section, the Hiring Hall shall refer to the Employer any individual requested by name by the Employer, who is on the out of work list, and shall provide such individuals with a dispatch slip without regard to where such individuals are placed on the out-of-work list or whether they are on the out-of work list. Up to 50% of all Skilled Demolition Workers may be called by name pursuant to this Section 2 (which shall mean that the Employer shall select the Foreman and the third, fifth, etc. Skilled Demolition Worker, and the Union shall select the Shop Steward and the second, fourth, etc. Skilled Demolition Worker); and up to 100% of all General Demolition Laborers may be called by name pursuant to this Section 2; except that 100% of all employees may be called by name where the Employer has less than six (6) hours notice of the commencement of work. Upon request, the Hiring Hall shall provide the Association or individual Employers with copies of the current out-of-work lists. The preceding notwithstanding, the 18th Interior Demolition Worker on the job and every sixth thereafter (excluding apprentices) shall be referred to the Employer pursuant to the generally applicable rules of the Hiring Hall. *For Illustrative Purposes see Schedule B.*

g) The preceding notwithstanding, the tenth, twentieth and every fifth Interior Demolition Worker thereafter shall be an apprentice (with the Employer maintaining the option for the fifth or third as well as the fifteenth position to be an apprentice with the approval of the Union). Commencing with the apprentice at the 20th spot, and thereafter, the referral of apprentices shall not change the sequence of Company/Union referrals required above, but each referral of an apprentice shall delay by one the position on the job which the next Company/Union referral would otherwise have filled. The apprentice ratio the Employer is required or opts (as permitted above) to utilize in employing Interior Demolition Workers shall be maintained as Interior Demolition Workers leave the job. *For Illustrative Purposes see Schedule B.*

h) Each applicant referred to an Employer shall be given a written dispatch slip by the Hiring Hall confirming his/her dispatch to the Employer, his/her worker classification, and the specific request the dispatched applicant is filling. It is understood that the Employer shall hire whomsoever he or it sees fit, and that the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by the Interior Demolition Workers is or is not satisfactory. All Interior Demolition Workers hired by the Employer shall be listed on the out of work list. The Hiring Hall shall not knowingly refer or dispatch any employee then currently employed by any other Employer working under this Agreement. It is further understood that the Employer shall not discharge or reject a Shop Steward appointed by the Union without cause and without written notice to the Union.

i) An employee may be transferred by the Employer from one job site to another, without requiring referral by the Hiring Hall in order to make the move, only in accordance with Article VI, Section 7 below.

The Employer may employ individuals from any available source other than the Hiring Hall only in the following situations:

(1) where a written request for employees is made by the Employer (as described in paragraph e(1) of this Section 2) and the Hiring Hall has not given written notice of dispatched employees to the Employer (as described in Paragraph e(2) of this Section 2) at least four (4) hours before the job is scheduled to begin; or

(2) where the Employer is required to have employees on the job site to begin working less than four (4) hours after the Employer receives notification of the start time for the job.

In all such circumstances the Employer shall inform the Hiring Hall of the name and social security number of any individuals hired from other sources and shall refer the individuals to the Hiring Hall for dispatch to the Employer.

j) The parties to this Agreement shall post in places where notices to employees or applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the safeguards that are essential to the legality of such an exclusive hiring arrangement.

k) The Employers shall determine the qualifications and competency of all employees and the number and type of employees required, and shall have the right to reject any job applicant referred to the Employer by a Hiring Hall; except that the Employer may only reject a Shop Steward previously employed, for cause, and such rejection must be preceded by written notice to the Union required by section 2(g) of this Article III. The rejection of a Shop Steward may be grieved in accordance with the provisions of Article XI. If the Shop Steward is found to have been rejected without cause, the Shop Steward shall be paid for all time lost for the duration of the job for which he was appointed, not to exceed thirty days, and shall be reinstated, if applicable.

l) Any Interior Demolition Worker referred or dispatched to an Employer shall not be entitled to reporting pay, or any other wages, benefits or other entitlement under this Agreement, unless such Interior Demolition Worker is qualified and brings with him at the time he reports to work copies of the following documents, which shall be given to the Employer at the time the Interior Demolition Worker reports to work: (i) the dispatch slip from the Hiring Hall for the job for which the Interior Demolition Worker is reporting, (which dispatch slip may be sent by the Union to the Employer by facsimile); and (ii) all current documentation, licenses or certificates required to be eligible to work or to perform the work to which the Interior Demolition Worker has been referred, together with documentation of the history of each such license and any pertinent training certificates.

m) The Hiring Hall shall maintain in its files, for each individual registered on its out-of-work list, copies of each document described in subparagraphs c, d, e(2) and f of this Section 2. Upon request by an Employer, the Hiring Hall shall provide additional copies of these documents by facsimile or otherwise, for any Interior Demolition Worker whom the Hiring Hall has referred to the Employer and who has personally picked up his or her dispatch slip from the Hiring Hall. The cost of providing these documents to an Employer will be paid to the Union either by the Interior Demolition Worker, if the request for these documents is due to the fault of the Interior Demolition Worker (e.g., the Interior Demolition Worker's failure to bring such

documents as required by subparagraph c(2) of this Section 2), or by the Employer, if the request is due to the fault of the Employer (e.g., the Employer lost the documents provided by the Interior Demolition Worker), according to the following schedule: \$2.00 per Interior Demolition Worker if sent by mail, or \$3.00 per Interior Demolition Worker if sent by fax.

n) In the event that any applicable statute is enacted or any decision rendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits union security or hiring provisions more favorable to the Union than those contained herein, then the Agreement shall be reopened as to the affected union security or hiring provisions only and the parties hereto shall meet to negotiate concerning the benefits permitted by such statute or decision. Such re-opener and negotiations shall not operate to waive or suspend the effect of Article X.

o) The job referral system set forth in this Article will be operated in a non-discriminatory manner and in full compliance with Federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting training, will be operated so as to facilitate the ability of the Employers to meet any and all equal employment opportunity/affirmative action obligations imposed by state or federal law.

Section 3. -

The work of Skilled Demolition Workers and General Interior Demolition Laborers shall be defined as follows:

a) It shall be the work of Skilled Demolition Workers to perform, among other things, all burning, chopping, and other technically skilled tasks attendant to interior demolition work.

b) It shall be the work of General Demolition Laborers to perform manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to trucks for removal. General Demolition Workers shall also perform the clean-up of the site when demolition is completed.

Section 4. -

There shall be a Joint Apprenticeship Training Committee ("JATC") charged with direction of the Apprentices. The Employer agrees to and shall be bound by all terms and conditions of the JATC documents creating the JATC and by any rules or by-laws adopted by the JATC, as they may be amended from time to time. Pursuant to the Mandatory Apprenticeship Program, all Demolition Workers on any job (both Skilled Demolition Workers and General Demolition Laborers) shall either be credited as Journeymen by the JATC, or designated and enrolled as Apprentices in the JATC-administered program. The Employer hereby agrees to abide by all rules and regulations and amendments thereto, of the Union and the JATC concerning the implementation and maintenance of the Mandatory Apprenticeship Program

Section 5. -

In the event, with respect to any job, an Employer fails to provide the Union notice of the job as required under Article III, Section 2(e)1) of this Agreement, the Union shall have the right to withdraw laborers from the job until a steward is dispatched and employed at the job. In the event an Employer claims to have in fact complied with Article III, Section 2(e)1), it shall be provided an hour grace period from the time the Union first arrives at the job site before the withdrawal of labor occurs to show proof of such compliance. The Union shall exercise reasonable diligence, given the time and circumstances, to provide a steward to the site. The Union will not unreasonably shutdown a job where the Employer has made a good faith error in failing to report the job and otherwise has a record of consistent compliance with Article III, Section 2(e)1). For purposes of this paragraph, "consistent compliance" shall mean that, not including the instance at issue, the Employer has had no violations of Article III, Section 2(e)1 either in the preceding thirty (30) day period or in the same calendar month.

Section 6.-

The Employer and the Union agree there will be no discrimination against any employee or applicant for employment, with respect to race, creed, color, national origin, sex, age, handicap, religion, veteran status, concerted activity, marital status, sexual orientation, affectional preference or union membership in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment, except as provided by law.

ARTICLE IV

Section 1.-

The Employer shall exclusively employ Interior Demolition Workers to perform the following work:

Interior demolition work, which shall include but not be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures, etc. on interior demolition jobs; the operation and servicing of all tools and equipment normally used in interior demolition work, including, without limitation, hand tools, electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnections and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes, and hardware), including related work performed by licensed burners and related fire-watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and

movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this Agreement.

Section 2.-

Interior Demolition Work shall exclude, among other things, any work that is either: i) not part of an overall interior demolition bid package, or ii) not included as an extra to be performed in conjunction with and directly related to an overall interior demolition bid package.

Interior Demolition Work shall further exclude, among other things, any work on or with respect to new construction, *i.e.* new construction meaning either the entire building in which the work is being performed is not yet subject to a final (non-Temporary) Certificate of Occupancy issued by the City of New York, or the location within the building where work is being performed has not previously been occupied by a tenant

Section 3.-

The term "Interior Demolition Worker" as used in this Agreement includes all employees who perform work as described in Article IV of this Agreement, whether referred to work from the Skilled Demolition Worker A out-of-work list or from the General Demolition Laborer out-of-work list.

Section 4.-

a. The terms and conditions of employment set forth in this Agreement shall apply to Interior Demolition Work performed by any Employer as defined in this Article IV. To the extent that an Employer conducts work, other than Interior Demolition Work, which is covered by the contract between the Union and the Building Contractors Association then in effect (the "BCA Agreement"), such work shall be performed under the terms and conditions of the BCA Agreement, as modified below. The Employer agrees to be bound by and to apply the BCA Agreement, as modified below, to all work defined in Article IV of the BCA Agreement (other than Interior Demolition Work to which this Agreement applies), and to recognize the Union as the exclusive collective bargaining agent for all employees performing work covered by the BCA Agreement.

The BCA Agreement shall be modified as it applies to the Association and all Employers by the following terms superceding any contrary provisions in the BCA Agreement: "The first Mason Tender on any job site shall be a Shop Steward, the second Mason Tender on the job shall be a Foreman, and commencing with the third Mason Tender on the job site, fifty percent (50%) of the Mason Tenders shall be furnished and referred by the Union to the Employer from the roster of eligible laborers and fifty percent (50%) shall be selected by the Employer. If there are more than two Mason Tenders on the job, odd numbered Mason Tenders (other than the Steward) may be selected by the Employer. All Mason Tenders hired by the Employer shall be listed on the roster of eligible laborers.

b. The preceding notwithstanding, the terms and conditions of employment set forth in Schedule D hereto (the "paymaster side letter") shall apply whenever an Employer serves as a

paymaster on the job. An Employer shall be considered a paymaster whenever it contracts with a company not signatory with the Union to perform general conditions work on a job, and in such other situations consistent with industry practice. An employer that is current in its payment of fringe benefits contributions may request when serving as a paymaster to use a different referral ratio from that required under the paymaster side letter, e.g. the ratio set forth in the preceding paragraph a.

ARTICLE V

Section 1.-

- a) Each Employer shall have the right to schedule shifts, days and hours of work and daily starting and quitting times for employees. Employees shall receive a one-half (1/2) hour unpaid meal period, approximately at the mid-point of their shifts. Employees working a shift of more than 12 hours shall receive an additional one-half (1/2) hour unpaid meal period, approximately at the mid-point of the second half of their shifts.
- b) At the Employer's discretion, lunch periods may be staggered to allow employees time to clean up.
- c) With notice to the Union with jurisdiction over the job site, the Employer shall have the option to increase the length of the regular work day from seven hours in a twenty four hour period to eight hours in a twenty four hour period, not to exceed forty hours per week. Notice to the Shop Steward at or before the end of his shift on the day before the change shall constitute sufficient notice under this subparagraph. The Employer shall have the option of electing a work day of seven hours in a twenty four hour period or eight hours in a twenty four hour period, so long as the number of hours so elected shall remain in effect for a period of at least five days.
- d) Interior Demolition Workers tending a hoist may be scheduled to start ten minutes before the regular hour so as to permit other employees to start at the proper starting time. The same consideration shall be allowed to these Interior Demolition Workers at quitting time.

Section 2.-

All hours worked in excess of eight hours shall be paid at the rate of time and one half. All fringe benefit contributions shall be paid on the basis of hours worked. The Employer may work up to three shifts in any twenty four hour period. The second shift shall not commence before the first shift is concluded and the third shift shall not commence before the second shift is concluded. A Shop Steward shall be appointed for all shifts pursuant to Article IX, Section 1. The Employer will not be permitted to use staggered shifts.

Section 3.-

Shift work may be scheduled at the discretion of the Employer. There shall be no shift differential pay. A Shop Steward shall be appointed for all shifts pursuant to Article IX, Section 1.

Section 4.-

- a) The following days shall be known as Holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. At the option of the Employer, these Holidays may be changed to the following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

b) Holidays shall be observed from midnight to midnight on the day celebrated and this Section shall apply to all shifts starting within those holiday hours.

c) The date New York City government observes any of the above referenced Holidays shall be the contract Holiday in the event it is different from the date on which the Holiday actually falls.

ARTICLE VI

Section I.-

a) Skilled Demolition Worker and General Demolition Laborer wage rates for Interior Demolition Workers shall be set forth below and in accordance with Schedule A annexed to this Agreement.

Effective July 1, 2004 the Skilled Demolition Worker and General Demolition Laborer wage rates shall be \$ 28.00 per hour and \$17.70 per hour respectively.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective January 1, 2005, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective July 1, 2005, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective January 1, 2006, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective July 1, 2006, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective January 1, 2007, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective July 1, 2007, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective January 1, 2008, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective July 1, 2008, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, and effective January 1, 2009, wages and/or fringe benefit contributions shall be increased by \$.60 per hour.

b) The Union, in its sole and absolute discretion, reserves the right to allocate and/or reallocate any wage rates or fringe benefit contribution rates as set forth above and in Schedule A, as long as uniformly applied and evenly provided to both Skilled Demolition Workers and General Demolition Laborers. The Union shall provide notice of its allocation/reallocation decisions at least one month prior to their effective dates.

c)(1) On all job sites where any Employer performs work under the terms of this Agreement, 33 1/3% of the employees covered by this Agreement shall be classified as Skilled Demolition Workers and 66 2/3% shall be classified as General Demolition Laborers, provided that the Employer may employ more than 33 1/3% Skilled Demolition Workers on any job site. Where the number of employees on a job site is not divisible by three, the first additional employee (above the number of employees divisible by three) shall be a General Demolition Laborer; and the second additional employee shall be a Skilled Demolition Worker.

c)(2) At any and all job sites at which Interior Demolition is required to be performed under the terms of this Agreement, the Employer shall maintain a completed document, in the agreed-upon form provided in Schedule B hereto, indicating the names of employees working on the site, and the Skilled Demolition Worker and General Demolition Laborer status. This form shall be provided to the Union at the job site (with the Employer maintaining a right to submit a corrected form to the Union, if necessary, up to 48 hours after the start of the job). In the event the form provided to the Union indicates non-compliance with the Skilled Demolition Worker -- General Demolition Laborer ratio requirements of this Agreement and the Employer refuses to elevate a General Demolition Laborer to Skilled Demolition Worker status to satisfy the ratio, or the Employer otherwise refuses to complete the form, the Union shall have the right to designate, and require the payment of, sufficient General Demolition Laborers as Skilled Demolition Worker to cause the Employer to be in compliance with the Agreement on the site. In the event an Employer's non-compliance with the ratio requirement is caused by the failure of a designated steward to appear for work, the Union shall not be entitled to elevate an employee to Skilled Demolition Worker status, and the Employer shall not be liable for the non-conformity with the

otherwise applicable 2:1 ratio resulting from the steward (a Skilled Demolition Worker) being absent.

c)(3) The Union or its representatives shall be authorized to conduct quarterly audits of the Employer to determine whether the Employer has engaged in a substantial violation of the 2:1 ratio. For purposes of this Section, the Employer shall have engaged in a substantial violation if more than seventy five percent (75%) of the hours worked by Interior Demolition Workers in the quarter were paid at less than the Skilled Demolition Worker wage and benefit rates. In the event that an Employer engages in a substantial violation of the 2:1 ratio of General Demolition Laborers and Skilled Demolition Workers during a quarter, the Employer shall be required to contribute to the Fringe Benefit Funds, the total difference in benefit contributions and wages that the Employer would have paid had seventy percent (70%) of the hours worked by Interior Demolition Workers been paid at the Skilled Demolition Worker wage and benefit rates.

Irrespective of whether the Employer has engaged in a substantial violation of the 2:1 ratio requirement, all employees who were under-compensated as determined through the Skilled Demolition Worker-General Demolition Worker form-completion process defined in Article VI, Section 1c)(2) above, shall have the total differential in wages and Fringe Benefit Fund contributions that the Employer should have paid had it complied with the Skilled Demolition Worker rate requirement for the employee, paid, respectively, to the employee and Fringe Benefit Funds.

d) The wage rate for Foremen shall be \$2.00 per hour above the prescribed rate for Interior Demolition Workers.

Section 2.-

All work performed outside of the regular eight hours per day or forty hours in any week and all hours on Sundays shall be paid for at the rate of time and one-half. All work performed on holidays shall be paid for at the rate of double time.

Section 3.-

a) The Employer, its employees or the agents of either shall not accept or give directly or indirectly, any rebate on wages, or give or accept gratuities, or give anything of value or extend any favor to any person for the purpose of effecting any change in the rate of wages. The Employer or its representatives shall not be permitted to give any advance in wages or lend money to its Interior Demolition Workers covered by this Agreement unless said advance or loan is made by check and written notice thereof is given to the Union.

b) Nothing contained in this Agreement shall be construed so as to limit in any way the right of the Employers to grant discretionary merit increases in the hourly wage rates paid Interior Demolition Workers covered by this Agreement, provided that the Employer will advise the Union of the name of each Interior Demolition Worker who is receiving such an increase and the amount of such increase, and provided further that such increases will not be revoked prior to completion of the applicable phase of the project. No Employer shall pay a bonus to any Interior Demolition Worker covered by this Agreement unless said bonus is paid by check, the Employer

makes appropriate tax withholdings, and the Employer obtains prior consent of the Union which consent will not be unreasonably withheld.

c) The Employer shall make payment of all wages due in lawful currency, except those Employers making payment by check as per Section 4 of this Article. Payments shall be made in sealed envelopes and plainly marked, showing the Employer's name and address (printed or stamped), the Interior Demolition Worker's name, the hours worked, the amount earned and the deductions required by law, and the net amount due.

d) There will be no restriction on the Employer's scheduling of overtime. Overtime shall be offered to Interior Demolition Workers then currently performing the work scheduled for overtime on the job site. The Employer can require Interior Demolition Workers to work overtime in the event of an emergency; and the Employer can require specific Interior Demolition Workers to work overtime to complete a specific task on which they are working; provided that no Interior Demolition Worker can be required to work more than 12 hours per day.

Section 4.-

Notwithstanding anything herein contained, the Employer shall have the right to make weekly payments of wages by check provided all legal requirements are complied with. In the event that a salary check is returned by the bank on which drawn for any reason whatsoever, then the Employer shall be required to pay all affected employees with a certified replacement check. In the event that three or more paychecks issued by an Employer are returned for reason other than bank error in any rolling twelve month period, said Employer shall be required to pay all of its Interior Demolition Workers with certified checks, bank checks or postal money orders for the succeeding nine month period.

Section 5.-

All Interior Demolition Workers discharged before they have completed four hours of work shall be paid for four hours of work. All Interior Demolition Workers discharged after having completed four or more hours of work shall be paid for actual time worked. This does not apply to a layoff or a discharge for cause and does not apply to an Interior Demolition Worker who is discharged on the day on which he is first employed. Nor does it apply to Interior Demolition Workers not on the job at starting time.

Section 6.-

If the Employer requests Interior Demolition Workers to report on any day and such Interior Demolition Workers report for work on that day on starting time, but are not put to work, such Interior Demolition Workers shall be entitled to two hours' pay. However, this payment shall not be made if it is impossible to put such Interior Demolition Workers to work because of weather, lack of materials, or other job conditions beyond the control of the Employer which make it impractical for the Employer to work such Interior Demolition Workers.

Section 7.-

The Employer shall not pay employees for time, costs or expenses which accrue in commuting to work at the start of a shift or leaving work at the end of a shift. The Employer

may require employees who worked fewer than four hours at a first job site to transfer to a second job site within the same borough so long as the Union is provided notice of the intent to transfer at the time the job is reported pursuant to Article III, Section 2 (e)1). If the Employer requests or requires employees to transfer between job sites, all travel time shall be counted as time worked and the Employer shall pay for the costs of and expenses of the travel between job sites, unless unreasonable.

Section 18.-

Each Employer shall deduct one dollar and thirty five cents (\$1.35) per hour or such other amount as the Union may from time to time designate in writing to the Employer as dues from the wages of all Interior Demolition Workers who voluntarily authorize such deduction in writing and then promptly pay over such sums to the Union with jurisdiction over the job site not later than thirty days after said deduction, which sum constitutes part of each employee's Union Dues, and shall remit the same to said Union. It is mutually agreed that the employee assignments authorizing the aforementioned Union Dues shall be in blanket form and filed with the Union. The Union agrees to indemnify, defend and hold harmless the Employer from any and all claims and/or actions arising out of such deduction providing that the dues shall have been paid over to the Union.

Section 9.-

a) Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1 of this Article, the Employer shall pay monthly to the Trustees of the Mason Tenders District Council Welfare Fund the hourly rate specified in Schedule A for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen within the jurisdiction of the District Council, for the purpose of providing benefits for death, accident, health, medical and surgical care, hospitalization and other such forms of group benefits for Interior Demolition Workers, their spouses, and their eligible children, as the Trustees may, in their sole and absolute discretion, determine and, in addition, out of said monies the Trustees of the Welfare Fund shall provide coverage to conform with the New York State Disability Insurance Law for all Interior Demolition Workers for the period of this Trade Agreement, the cost of which shall be borne by such Welfare Fund. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

b) Welfare coverage shall also be provided for all eligible employees of the Mason Tenders' District Council, its constituent Local Unions and the Mason Tender's District Council Fringe Benefit Funds, provided contributions are made to the Fund on their behalves in the same amounts as are paid by other Employers.

Section 10.-

a) Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1 of this Article, the Employer shall pay monthly to the Trustees of the Mason Tenders' District Council Pension Fund the hourly rate specified in Schedule A for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen within the jurisdiction of the District Council. Contributions to the Pension Fund shall be utilized for the purpose of providing Pension and other Benefits for the eligible Interior Demolition Workers as

the Trustees may, in their sole and absolute discretion, determine. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

b) Pension coverage shall also be provided for all eligible employees of the Mason Tenders' District Council, its constituent Local Unions and the Mason Tenders' District Council Fringe Benefit Funds, provided contributions are made to the Fund on their behalves in the same amounts as are paid by other Employers.

Section 11.-

a) Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1 of this Article, the Employer shall pay monthly to the Trustees of the Mason Tenders' District Council Annuity Fund the hourly rate specified in Schedule A for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen within the jurisdiction of the District Council. Contributions to the Annuity Fund shall be utilized for the purpose of providing annuity and other benefits to eligible Interior Demolition Workers as the Trustees may, in their sole and absolute discretion, determine. It is the intention of the Parties that no contributions shall be required on the premium portion of wages.

b) Annuity Fund coverage shall also be provided for all eligible employees of the Mason Tenders' District Council, its constituent Local Unions and the Mason Tenders' District Council Fringe Benefit Funds, provided contributions are made to the Fund on their behalves in the same amounts as are paid by other Employers.

Section 12.-

Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1, subdivision (a) of this Article, the Employer shall pay weekly to the authorized agent of the Mason Tenders Laborers' Supplementary Fund (the "L Fund"), such amounts as the Union may from time to time designate for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen within the jurisdiction of the District Council. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Section 13.-

Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1 of this Article, the Employer shall pay monthly to the Trustees of the Mason Tenders Training Program Fund the hourly rate specified in Schedule A for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen within the jurisdiction of the District Council. Contributions to the Training Program shall be used for the purpose of providing education and training in general construction skills, medical awareness courses, the handling of asbestos and hazardous waste and materials, New York City Fire Department Certificate of Fitness courses, and such other purposes as may be contained in the Fund Plan. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Section 14.-

Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1 of this Article, the Employer shall pay monthly to the authorized agents of the New

York State Laborers Employers Cooperation and Education Trust Fund and the Greater New York Laborers Employers Cooperation and Education Trust Fund the hourly rates specified in Schedule A for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Section 15.-

Effective July 1, 2004, and subject to the Union's right to allocate/reallocate as provided in Section 1 of this Article, the Employer shall pay monthly to the authorized agent of the New York State Health and Safety Trust Fund the hourly rate specified in Schedule A for all hours worked by Interior Demolition Workers and Interior Demolition Worker Foremen. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Section 16.-

The Employer agrees to deduct and transmit to the Mason Tenders District Council Political Action Committee ("MTDC PAC") \$0.10, or such other amount as the Union may from time to time designate in writing, for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. This transmittal shall occur not more than thirty days after said deduction, unless earlier payment is required by law, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

Section 17.-

The Employer shall contribute \$0.10 for each hour worked to the Interior Demolition Industry Promotion Fund (the "Promotion Fund"). The Union shall have no responsibility or obligation with respect to the collection of such contributions. If the Employer utilizes the services of the Mason Tenders Fringe Benefit Funds to collect such contributions, the Funds may assess an administrative fee for such services. The moneys shall be expended in accordance with the terms of the Trust Indenture that formed the Promotion Fund but shall not be utilized to fund any adversarial action against the Union or any of its constituent locals.

Section 18.-

All Fringe Benefit Funds shall be jointly administered in accordance with applicable law.

Section 19.-

a) All Employers who joined the Association on or after November 1, 2000 shall post and maintain a bond of no less than \$100,000 (one hundred thousand dollars) to ensure payment of contributions to the Fringe Benefit Funds set forth in this Article of the Agreement and remittance of dues checkoffs and MTDC PAC contributions to the Union. For Employers who joined the Association prior to November 1, 2000, the minimum amount of the bond to be posted and maintained for such purposes shall be determined by the number of hours of work performed by the Interior Demolition Workers of the Employer in the prior year. The minimum amount of the bond shall be as follows:

Number of Interior Demolition Worker Hours	Minimum Bond
0 to 1,999 hours	\$16,500.00

2,000 to 4,999	\$33,000.00
5,000 to 9,999	\$60,000.00
10,000 to 19,999	\$75,000.00
20,000 or more	\$100,000.00

In the alternative, the Employer may post a letter of credit or place a certificate of deposit, in the amount of the applicable bond, in an account controlled by the Trustees, to ensure payment of contributions to the Fringe Benefit Funds and the interest from such certificate of deposit shall belong to the Employer. The Employer agrees to execute all forms required by the Fringe Benefit Funds of the Union in connection with the posting of either a letter of credit or a certificate of deposit in the place of a bond.

b) No bond, letter of credit or certificate of deposit posted or provided pursuant to subparagraph (a) of this Section 18 shall be subject to forfeiture unless: (1)(A) the Employer admits in writing signed by an officer of the employer, or a Court determines, that the employer owes payments of contributions to the Fringe Benefit Funds or remittance of dues check-offs and MTDC PAC contributions to the Union, or (B) there is a deficiency and the Fringe Benefit Funds or the Union receives notice of expiration or termination of the bond, letter of credit or certificate of deposit; and (2) the Employer (A) fails to pay said monies within 20 days of said writing or judicial determination, or (B) fails to provide a substitute bond, letter of credit or certificate of deposit at least 30 days prior to the expiration or termination of said bond, letter of credit or certificate of deposit.

c) In the event the Trustees receive payment either on a bond or through a letter of credit or forfeiture of a certificate of deposit under this Section 18 and said payment is insufficient to satisfy the entire deficiency in the payment of contributions to the Fringe Benefit Funds and in remittance of dues checkoffs and MTDC PAC contributions to the Union, then the Trustees shall make a pro rata payment to each of the Fringe Benefit Funds and to the Union in an amount equivalent to the percentage of the total deficiency received by the Trustees through forfeiture of the bond, letter of credit or the certificate of deposit.

Section 20.-

(a) Wages shall be due and payable during working hours on Thursday or Friday for work done up to the preceding Tuesday. The day selected as the first payday on any job shall be the designated payday until the completion of the job. Should the designated payday be a bank holiday, wages shall be due and payable not later than the day before the designated payday, for work done up to quitting time the preceding Tuesday.

b) If Interior Demolition Workers are scheduled to be on any job of an Employer on payday and are not paid, they shall be entitled to waiting time of eight hours for each day thereafter until and inclusive of the day payment is made. If Interior Demolition Workers are not scheduled to be on any job of an Employer on payday and payment is not received at the Union's

principal offices by the Monday following the end of the pay-period for which payment is due, they shall be entitled to waiting time of eight hours for each day thereafter until and inclusive of the day payment is made. Neither the above stated waiting time provisions, nor any other provision of the Agreement or practice of the parties shall impose liability of any kind on the Union regarding the distribution or making of payments to employees.

- c) When Interior Demolition Workers are to be discharged, they must be notified during working hours and will be paid on the next regularly designated payday. In the event the employee is not paid on the next designated payday, he or she shall be entitled to up to eight hours waiting time. It is understood, however, that no waiting time claim in excess of eight hours will be considered, nor shall a claimant remain on the Employer's premises for a longer time. Employees must be given termination notice of the State of New York Department of Labor, Division of Placement and Unemployment Insurance, when discharged. If this notice cannot be given to the employee on the job at the time of discharge, the Employer may mail the notice to the employee on the next full business day and this shall be deemed substantial compliance.
- d) The Employer agrees to and shall be bound by all terms and conditions of the Trust Agreements creating the Trust Funds set forth in this Article of the Agreement and by any rules, regulations or By-Laws adopted by the Trustees of the Funds to regulate said Funds, as they may be amended from time to time, except to the extent any Funds' document contradicts the terms of this Agreement.
- e) On the tenth day of each month the Employer shall submit to Trustees of the Trust Funds set forth in this Article of the Agreement reports covering the payroll periods ending during the prior month; these reports shall be made on forms furnished by the Trustees of the respective Funds, in such form and containing such data as the Trustees may from time to time determine in their discretion to be necessary.
- f) Payments by Employers to Trustees of the Trust Funds set forth in this Article of the Agreement shall be payable on or before the tenth day of each month covering the payroll periods ending during the prior calendar month, except as provided in subparagraph g of this Section 19.

Section 21.

- a) The Union shall offer a meeting to a delinquent Employer before issuing a letter holding the contractor from which the work was subcontracted liable for the fringe benefit delinquency (a "2a Letter") and/or withdrawing labor from the Employer. If the contractor agrees to the meeting, a 2a letter will not issue and a withdrawal of labor will not occur against the Employer for at least ten working days after the offer to meet. During such ten-day period, the Union will not unreasonably deny the request of an Employer to forward a letter to the contractor from which the work was subcontracted requesting payment be made to the Employer to avoid issuance of a 2a letter.
- b) A contractor shall not be considered delinquent, and no withdrawal of labor, or 2a letter shall issue if for the immediately prior full calendar quarter (i.e. Jan 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31), the contractor i) has submitted *bona fide*